

STATE OF SOUTH CAROLINA

(Caption of Case)

Example: Application for a Class C Charter Certificate from
John Doe dba Doe's Limo

#300714

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

TRANSPORTATION COVER SHEET

DOCKET

NUMBER: 2021 - 195 - I

If this is your first time filing an application with the PSC, you will not have a Docket Number. The Commission will assign one to you. If you have filed with the Commission before, a Docket Number was assigned and should be entered above.

(Please type or print)

Submitted by: Robert Severance

Telephone: (843) 796-0801

Address: 8076 Fort Hill Way
Myrtle Beach, SC 29579

Fax:

Other:

Email: info@elite-transport-service.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

NATURE OF ACTION (Check all that apply)

☐ Application - Class A/A Restricted

☐ Application - Class C Taxi

☐ Application - Class C Charter

☒ Application - Class C Charter Bus

☐ Application - Class C Non-Emergency

☐ Application - Class C Stretcher Van

☐ Application - Class E Household Goods

☐ Application - Class E Hazardous Waste

☐ Application

☐ Request for Extension to Comply with Order

☐ Request for Order Granting Authority to Obtain a Certificate of Public Convenience and Necessity to be Rescinded

☐ Request for Cancellation of Certificate

☐ Request for Suspension

☐ Request for Reinstatement

☐ Request for Name Change on Certificate

☐ Request to Amend Scope of Authority

☐ Request to Amend Tariff (rate increase, etc.)

☐ Request to Amend Passenger Limit

☐ Request

☐ Exhibit

☐ Late-Filed Exhibit

☐ Letter

☐ Proposed Order

☐ Publisher's Affidavit

☐ Reservation Letter

☐ Response

☐ Return to Petition

☐ Other:

RECEIVED

JUN 11 2021

PSC SC
MAIL / DMS

If you have any questions about this form, please contact the PUBLIC SERVICE COMMISSION at 803-896-5100.

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
101 Executive Center Drive, Suite 100
Columbia, South Carolina 29210

Phone: (803) 896-5100 Fax: (803) 896-5199

APPLICATION FOR CLASS C CHARTER BUS CERTIFICATE

Date: 5/20/21

CLASS C - CHARTER BUS

Application is hereby made for a Certificate of Public Convenience and Necessity, in accordance with the provision of S.C. Code Ann., § 58-23-10, et seq. (1976), and amendments thereto.

1. Elite Transportation Service LLC

Name under which business is to be conducted (corporation, partnership, or sole proprietorship, with or without trade name.)

8076 Fort Hill Way Myrtle Beach, SC 29579
Street Address of Applicant

Mailing Address of Applicant (if different from street address)

(843) 796-0801

Phone

Fax

info@elite transportservice.com
Email Address

2. If the Applicant is an LLC or a corporation, a copy of the Certificate of Existence from the South Carolina Secretary of State and the Articles of Incorporation must be attached. (If incorporated outside of SC, attach South Carolina Secretary of State "Foreign Corporation" Certificate.)

3. Select Entity Type: (Check one)

☒ Individual Owner/Sole Proprietorship

☐ Partnership - List names and addresses of all person having an interest in the business.

☐ Corporation - List names and addresses of two principal officers.

DESCRIPTION OF EQUIPMENT

[illegible]

INSURANCE QUOTE

This form **MUST BE COMPLETED.**

The insurance quote must be complete, listing current insurance premiums. At the discretion of the Commission, a copy of current insurance policies may be required. Do not provide a copy of insurance policies unless requested. You will not be required to purchase insurance until your application has been approved and an order has been issued by the PSC. THIS IS ONLY A QUOTE.

The following insurance quote is for:

Elite Transportation Service LLC

Name of Applicant

8076 Fort Hill Way Myrtle Beach SC 29579

Address of Applicant

Amount of Premium:

Limits Quoted: (See Below)

Liability Insurance \$ \$6,578

Limits \$ 500,000

The above quoted premium is for a term of 12 months.

Minimum Limits - Intrastate Only:

16 or More Passengers* \$ 25,000/300,000/25,000

* Passengers = Number of seatbelts in the vehicle,
including the driver's seatbelt

Columbia Insurance Company

Name of Insurance Company

3024 Harney St. Omaha, NE 68131

Home Office Address of Company

I, the Applicant, am familiar with the Commission's Rules and Regulations relating to insurance requirements and the above quote meets the minimum insurance limits prescribed. The insurance company making this quote is authorized by the South Carolina Department of Insurance to do business in South Carolina.

NOTICE:

If you wish to self-insure your motor vehicles for liability and property damage, you must comply with S.C. Code Ann. Sections 56-9-60 and 58-23-910. For more information, contact the Department of Motor Vehicles at (803) 896-8457 or (803) 896-9903.

If you wish to apply as a self-insured for worker's compensation coverage in South Carolina you may do so with the South Carolina Worker's Compensation Commission (WCC) provided that you will be able to: 1) post a surety bond or letter-of-credit with the WCC for a minimum of \$500,000, 2) agree to pay a yearly self-insurance tax, and 3) agree to pay an annual assessment to the South Carolina Second Injury Fund. For more information, contact the WCC Self-Insurance Division at (803) 737-5712 or on the web at www.wcc.state.sc.us/self-insurance.

Exhibit Fit, Willing, and Able (FWA)Elite Transportation Service LLC

Name of Applicant

1. Does Applicant have a Safety Rating from the U.S.D.O.T.?

☐ Yes

 ☐ No

 ☒ Pending (Submit when received.)

If Yes, indicate rating below and provide copy.

☐ Satisfactory

 ☐ Conditional

 ☐ Unsatisfactory

2. Have any of Applicant's drivers or vehicles been placed "out of service" by Transport Police safety officers in the past twelve (12) months?

☐ Yes

 ☒ No

3. Are there currently any outstanding judgments against the Applicant?

☐ Yes

 ☒ No

If Yes, list judgements here:

4. Is Applicant familiar with all insurance regulations and safety regulations governing charter bus carrier operations in South South Carolina, and does Applicant agree to operate in compliance with these regulations?

☒ Yes

 ☐ No

5. Is Applicant aware of the Commission's insurance requirements and the insurance premium costs associated therewith?

☒ Yes

 ☐ No

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
101 EXECUTIVE CENTER DRIVE, SUITE 100
COLUMBIA, SOUTH CAROLINA 29210

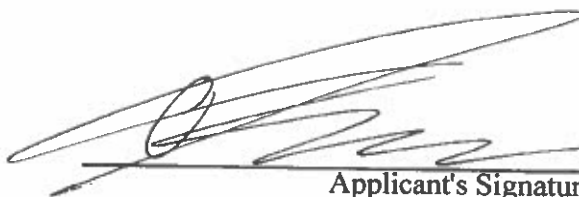
Applicant is familiar with the provision of S.C. Code Ann. §58-23-10, et seq.(1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (S.C. Code Ann. Regs., 1976), and R.38-400 through R.38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Volume 2, S.C. Code Ann., 1976) and amendments thereto, and hereby promises compliance therewith.

S.C. Code Ann. Section 58-3-250 states, in part, that every final order of the Commission must be served by electronic service, registered or certified mail, upon the parties to the proceeding or their attorneys.

Please check the applicable box:

- ☒ The Applicant AGREES to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System. The Applicant authorizes the Commission to serve its orders by using the e-mail address as it appears on page one of this Application. To sign up for eService notifications, please visit www.psc.sc.gov to create a My DMS account.
- ☐ The Applicant DOES NOT AGREE to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System.

The Applicant for the Certificate as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.


Applicant's Signature

Owner
Title of Applicant (e.g. President, Owner, etc.)

STATE OF SOUTH CAROLINA)
COUNTY OF Horry)

SWORN TO BEFORE ME
This 5th day of June, 2021


Notary Public

Commission Expires



CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Jan 10 2020
REFERENCE ID: 455061


SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF ORGANIZATION
Limited Liability Company – Domestic

Filing ID: 200110-1626174

Filing Date: 01/10/2020

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to S.C. Code of Laws Section 33-44-202 and Section 33-44-203.

1. The name of the limited liability company (Company ending must be included in name*)

Elite Transportation Service LLC

*Note: The name of the limited liability company must contain one of the following endings: "limited liability company" or "limited company" or the abbreviation "L.L.C.", "LLC", "L.C.", "LC", or "Ltd. Co."

2. The address of the initial designated office of the limited liability company in South Carolina is
232 Avery Dr

(Street Address)

Myrtle Beach, South Carolina 29588

(City, State, Zip Code)

3. The initial agent for service of process is

Robert Severance

(Name)

(Signature of Agent)

And the street address in South Carolina for this initial agent for service of process is:
232 Avery Dr

(Street Address)

Myrtle Beach

(City)

South Carolina 29588

(Zip Code)

4. List the name and address of each organizer. Only one organizer is required, but you may have more than one.

(a)

Robert Severance

(Name)

232 Avery Dr

(Street Address)

Myrtle Beach, South Carolina 29588

(City, State, Zip Code)

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Jan 10 2020

REFERENCE ID: 455061

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

Elite Transportation Service LLC

Name of Limited Liability Company

(b)

(Name)

(Street Address)

(City, State, Zip Code)

5. ☐ Check this box only if the company is to be a term company. If the company is a term company, provide the term specified. _____
6. ☐ Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, include the name and address of each initial manager.

(a)

(Name)

(Street Address)

(City, State, Zip Code)

(b)

(Name)

(Street Address)

(City, State, Zip Code)

7. ☐ Check this box only if one or more of the members of the company are to be liable for its debts and obligations under Section 33-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members. This provision is optional and does not have to be completed.

8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time 01/10/2020.

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Jan 10 2020

REFERENCE ID: 455061


SECRETARY OF STATE OF SOUTH CAROLINA

Elite Transportation Service LLC

Name of Limited Liability Company

9. Any other provisions not consistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement may be included on a separate attachment. Please make reference to this section if you include a separate attachment.

10. Each organizer listed under number 4 must sign.

ROBERT SEVERANCE

Signature of Organizer

Date: 01/10/2020

Signature of Organizer

Date: 1-10-20



RRL Insurance Agency
4450 W. Eau Gallie Blvd., Suite 115
Melbourne, FL 32934

INSURANCE PROPOSAL PREPARED FOR:

Presented on: May 21, 2021

Elite Transportation Service LLC

This presentation is designed to give you an overview of the insurance coverage we recommend for your company based on the information and request you have provided us. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies that will be written for you. Please refer to your specific insurance contracts for details on coverage, conditions and exclusions.

Please make sure that you compare all coverage before you make your decision. Please look this proposal over and if there are any errors, on any of the enclosed material, please advise our agency and we will amend accordingly.

As always if we can assist you further please do not hesitate to contact our office.

Lori Weaver
Sales Executive
(321) 421-6309

Tracy Zelonski
Customer Service
Representative



Printed on: 5/21/2021 8:56:59 AM

ELITRA-03

Commercial Automobile Limits

Insurer: Columbia Insurance Company**Policy Term:** 5/24/2021 - 5/24/2022

Coverage's	Limits
Combined Single Limit -	\$500,000
Uninsured Motorist (UM) Split Limits Bodily Injury	\$25,000/\$50,000/\$25,000
Comprehensive	See Schedule of Vehicles
Collision	See Schedule of Vehicles

Note: A vehicle used in a taxi, limousine service or bus to transport passengers for hire between points within the state and points outside the state (interstate operation) with a seating capacity of 15 passengers or less (including the driver) may require \$1,500,000 CSL liability coverage. Vehicles carrying 15 or more passengers may require \$5,000,000.

Physical damage claims are settled based on the actual cash value of your vehicle; however, a claim will not settle for more than the stated amount you place on your vehicle. **Binding Subjectives:** Signed Application and forms

Schedule of Vehicles

#	Year, Make, Model, VIN	Physical Damage		Stated Amount
		Deductible Other Than Collision	Collision	
1	2015 Ford E450 1FDFE4FSOFDA03019	\$2,500	\$2,500	\$50,000

x _____

Signature

x _____

Date

Schedule of Drivers

#	Driver Name	Date of Birth	DL #	State Licensed
1	Robert Joseph Severance	9/5/1985		SC

PLEASE REVIEW ALL DRIVERS FROM YOUR SCHEDULE AND COMPARE WITH OUR SCHEDULE. ONLY DRIVERS LISTED ABOVE WILL BE COVERED ON THE POLICY. If any other drivers need to be added, please notify us as soon as possible. Rated Driver policy Failure to accurately and completely report all driver information may result in premium differences.

x _____

Signature

x _____

Date

Premium Summary	
Return Signed application and down payment by:	5/24/2021
Description of Coverage's	Premium
Commercial Auto	\$6,578.00
Annual Premium	\$6,578.00
Down Payment	\$1,315.60
Monthly Payments	\$557.45
Number of Installments	10
Due Date	On the 24 th of each month

Proposal Acceptance

The coverage summaries contained in this document are intended as an outline of coverage only and are necessarily brief. In the event of a loss, all terms, conditions, exclusions, and other provisions of the actual policy will apply. For specific information, please refer to your policies.

Elite Transportation Service LLC

Policy Term: 5/24/2021 – 5/24/2022

Check One:

- ☐ I accept this proposal as presented.
- ☐ I accept this proposal with the following changes:

x _____
Signature

x _____
Date



RRL INSURANCE AGENCY

ACH /Credit Card REQUEST AUTHORIZATION FORM

Modified: May 4, 2021

Complete all the information below, return to sender via email, and attach a copy of a blank/voided check or bank account verification letter (direct deposit form).

We authorize RRL Insurance Agency (the Company) to initiate an electronic ACH debit or credit entry to our account with the depository name below. If the Company erroneously debits/credits funds to our account, we authorize the Company to initiate the necessary reversing entry not to exceed the total of the original amount for the entry in question. We acknowledge that the origination of ACH transfers to or from our account must comply with the provisions of U.S. Law and the Rules of the National Automated Clearing House Association.

Legal Bank Account ¹		
Account Type:	Checking <input type="checkbox"/> Savings <input type="checkbox"/> Credit Card <input type="checkbox"/>	
Bank Name or Card Type:		
Bank ACH Routing ²		
Account#/Credit Card# ³		
Account Address		
CVV# / Expiration Date		
Amount:		
Date to be Deducted:		

I hereby authorize the Company to electronically withdraw the above amount from the bank or credit card designated above. I understand I can revoke this authorization by sending an email notification at least 10 business days before a scheduled withdrawal.

Authorized Signature:			
Print Name:	Robert "Bob" Severance		
Company Name:	Elite Transportation Service LLC		
Contact Phone Number:	(843) 796-0801	Date:	

Remember to deduct this amount from your bank account.

¹ This will be the name of the banking account, or the account name listed on check stock. If this is a personal bank account, it will most likely be the first and last name of the account owner. If it is a joint bank account, use one of the names for the account.

² The Bank ACH Routing Number is often the routing number indicated on the bottom of a check.

³ Credit card option is also available (AMEX, MC, VISA and Discover) **Convenience fee and restrictions apply. **Credit Card Convenience Fee: For the convenience of this service, the credit card processing company (x-Press payment) charges a minimum of 3.25% plus \$.40. This fee is not collected by RRL Insurance Agency.

Commercial Insurance Proposal

RRL Insurance Agency appreciates the opportunity to present this insurance proposal for your consideration. This proposal is issued as a matter of information only. The information contained in this proposal is based on the historical loss experience, exposures and valuations that were provided to RRL Insurance Agency.

Please note that the limits of coverage being proposed can be modified, increased or decreased to meet the changing insurance needs of your business. Please understand that no insurance has yet been provided. Coverage is not bound until specifically instructed to do so and the appropriate premium payment is received. Commercial Auto Policy taxes/fees normally include a Loss Control Fee collected to help cover the expenses involved in processing drivers for the policy. All coverage summaries are for proposal only and are subject to carrier's terms, conditions, limitations and exclusions. You should consult policy for definitions and limitations. The terms of this proposal do not represent contract terms. The policy is subject to company underwriting practices.

The intent of any insurance proposal is not to mimic the insurance policy, but to give a summary of possible coverage. Not all customers will choose all coverage displayed in the insurance proposal, and additional coverage may be added after the proposal is delivered. Please sign and reject in writing any coverage not chosen.

Named Insured: Elite Transportation Service LLC

DRIVER CERTIFICATION

I understand that all drivers must be reported to the Company upon hire and must meet the following to be eligible:

- 1) Have at least 2 years of verifiable driving experience as evidenced by a current MVR.
- 2) All drivers must meet minimum requirements as per the Insurance Company MVR Guidelines provided at the time of quotation. (Additional copies of these guidelines can be provided upon request.)
- 3) Drivers must possess the proper license type to include applicable endorsements in order to operate vehicles designed to transport specific numbers of passengers per state and federal laws.

I understand and agree that this Certification is part of the Insureds Application.

x _____

Insured Signature

x _____

Date

Policy Number

DATE: 05/21/2021
 TO: Lori Weaver
 RRL Agency
 4450 W. EAU GALLIE BLVD. #115
 Melbourne, FL 32934
 Agency Fax: (321)757-6182

Agency Code: 97597

RE: Elite Transportation Service, LLC
 Renewal of Policy #: NEW

QUOTATION

Quotation Premium

Policy Term: 05/24/2021 - 05/24/2022 Quote Exp Date: 06/19/2021 12:01 AM

Premium:	\$6,578.00
Total:	\$6,578.00

Minimum Earned Percent: 0.00 % Minimum Earned Premium: \$ 0.00

Note: Policy Fees are fully earned.

Policy Type: Occurrence

Carrier(s):

Columbia Insurance Company - 3024 Harney Street Omaha NE 68131
 Admitted

Locations:

Myrtle Beach, SC, 29575

Commercial Auto

Coverage	Limit	Deductible	Valuation	Rate
Comprehensive and Collision Combined - Stated Amount	\$50,000	2500 Comp2500 Coll	Stated Amount	
CSL	\$500,000			
Uninsured Motorist Non Stacked - Split Limits	25/50/25			

Endorsements/Exclusions: (include, but are not limited to, the following terms, conditions and exclusions.)

Conditions: (include, but are not limited to, the following terms, conditions and exclusions.)

A written bind request must be received to bind coverage

Cancellation is possible for unreported drivers

Copy of completed, signed company APP PRIOR TO BINDING

Copy of completed UM form PRIOR TO BINDING

Copy of premium finance if any

Minimum acceptable driver age is 23, Acceptable MVR, surcharge or exclusion may be required

Rating could change if employee/driver list changes

Subject to losses as presented

See Auto Schedule

Special Provisions:

This quotation is being offered on the basis indicated. It is incumbent upon you to ascertain the accuracy of the quote, and to review with the insured the terms of the quote carefully, as the coverage, terms and conditions may be different than those on original application. **PROPERTY DISCLAIMER:** Client ultimately selects insured values. All requests to bind coverage must be received in our office in writing. Coverage cannot be backdated or presumed to be bound without confirmation from an authorized representative of Hull & Company, LLC. Please advise your client that the policy dictates the actual terms of coverage and in the event of differences, the policy prevails.

Be advised that if Hull & Company, LLC has not received a response from you by the expiration date of this quote, we will consider this quotation closed. Please be sure to check the carrier's A. M. Best rating to satisfy you and your client's interests.

Please review and advise if you have any questions. We look forward to hearing from you concerning placement of this coverage.

3522 THOMASVILLE RD
STE 400
TALLAHASSEE, FL 32309
(877)674-3076 FAX: (800)808-8784
CUSTOMER SERVICE: (877)674-3076

PREMIUM FINANCE AGREEMENT

IPFS CORPORATION

A	CASH PRICE (TOTAL PREMIUMS)	\$6,578.00	AGENT (Name & Place of business) RRL INS AGENCY/FL FKA EUCLID INS AG 4450 W EAU GALLIE BLVD STE 115 MELBOURNE, FL 32934 (800)333-7754 FAX: (321)757-6182	INSURED (Name & Residence or business) Elite Transportation Service LLC 8076 Fort Hill Way Myrtle Beach, SC 29579 (843)796-0801 info@elitetransportservice.com ELITTRA-03
B	CASH DOWN PAYMENT	\$1,315.60		
C	PRINCIPAL BALANCE (A MINUS B)	\$5,262.40		

Commercial

Account #: _____

LOAN DISCLOSURE

Quote Number: 15811483

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 12.740%	FINANCE CHARGE The dollar amount the credit will cost you. \$312.10	AMOUNT FINANCED The amount of credit provided to you or on your behalf. \$5,262.40	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled \$5,574.50
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YOUR PAYMENT SCHEDULE WILL BE

Number Of Payments	Amount Of Payments	When Payments Are Due
10	\$557.45	Beginning: MONTHLY 06/24/2021

ITEMIZATION OF THE AMOUNT FINANCED: THE AMOUNT FINANCED IS FOR APPLICATION TO THE PREMIUMS SET FORTH IN THE SCHEDULE OF POLICIES UNLESS OTHERWISE NOTED.

Security: Refer to paragraph 1 below for a description of the collateral assigned to Lender to secure this loan.

Late Charges: A late charge will be imposed on any installment in default 5 days or more. This late charge will be 5.00% of the installment due.

Prepayment: If you pay your account off early, you may be entitled to a refund of a portion of the finance charge in accordance with Rule of 78's or as otherwise allowed by law. The finance charge includes a predetermined interest rate plus a non-refundable service/origination fee of \$20.00. See the terms below and on the next page for additional information about nonpayment, default and penalties.

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM	PREMIUM
PENDING	05/24/2021	COLUMBIA INSURANCE CO HULL & CO/ALPHARETTA	COMMERCIAL AUTO	0.000%	12	6,578.00
				Broker Fee:		\$0.00
				TOTAL:		\$6,578.00

The undersigned insured directs IPFS Corporation (herein, "Lender") to pay the premiums on the policies described on the Schedule of Policies. In consideration of such premium payments, subject to the provisions set forth herein, the insured agrees to pay Lender at the branch office address shown above, or as otherwise directed by Lender, the amount stated as Total of Payments in accordance with the Payment Schedule, in each case as shown in the above Loan Disclosure. The named insured(s), on a joint and several basis if more than one, hereby agree to the following provisions set forth on pages 1 and 2 of this Agreement: **1. SECURITY:** To secure payment of all amounts due under this Agreement, insured assigns Lender a security interest in all right, title and interest to the scheduled policies, including (but only to the extent permitted by applicable law): (a) all money that is or may be due insured because of a loss under any such policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any unearned premium under each such policy, (c) dividends which may become due insured in connection with any such policy and (d) interests arising under a state guarantee fund. **2. POWER OF ATTORNEY:** Insured irrevocably appoints its Lender attorney-in-fact with full power of substitution and full authority upon default to cancel all policies above identified, receive all sums assigned to its Lender or in which it has granted Lender a security interest and to execute and deliver on behalf of the insured documents, instruments, forms and notices relating to the listed insurance policies in furtherance of this Agreement.

NOTICE: A. Do not sign this agreement before you read it or if it contains any blank space. B. You are entitled to a completely filled in copy of this agreement. C. Under the law, you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. D. Keep your copy of this agreement to protect your legal rights.

The undersigned hereby warrants and agrees to Agent's Representations set forth herein.

Signature of Insured or Authorized Agent

DATE

Signature of Agent

DATE

Insured and Lender further agree that: **3. POLICY EFFECTIVE DATES:** The finance charge begins to accrue as of the earliest policy effective date.

4. AGREEMENT EFFECTIVE DATE: This Agreement shall be effective when written acceptance is mailed to the insured by Lender. **5. DEFAULT AND DELINQUENT PAYMENTS:** If any of the following happens insured will be in default: (a) a payment is not made when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against insured, or (c) insured fails to keep any promise the insured makes in this Agreement; provided, however, that, to the extent required by applicable law, insured may be held to be in default only upon the occurrence of an event described in clause (a) above. The acceptance by Lender of one or more late payments from the insured shall not estop Lender or be a waiver of the rights of Lender to exercise all of its rights hereunder or under applicable law in the event of any subsequent late payment. **6. CANCELLATION:** Lender may cancel the scheduled policies after providing at least 10 days notice of its intent to cancel or any other required statutory notice if the insured does not pay any installment according to the terms of this Agreement or transfers any of the scheduled policies to a third party and the unpaid balance due to Lender shall be immediately due and payable by the insured. Lender at its option may enforce payment of this debt without recourse to the security given to Lender. **7. CANCELLATION CHARGES:** If Lender cancels any insurance policy in accordance with the terms of this Agreement and applicable law, then the insured shall pay Lender a cancellation charge equal to \$15.00 or the maximum amount permitted by law. If cancellation occurs, the insured agrees to pay a finance charge on the outstanding indebtedness at the maximum rate authorized by applicable state law in effect on the date of cancellation until the outstanding indebtedness is paid in full or until such other date as required by law. (Not applicable in KY, NV, and VT) **8. INSUFFICIENT FUNDS (NSF) CHARGES:** If insured's check or electronic funding is dishonored for any reason, the insured will pay to Lender a fee of \$30.00 or the maximum amount permitted by law. (Not applicable in AL and KY). **9. MONEY RECEIVED AFTER CANCELLATION:** Any payments made to Lender after Lender's Notice of Cancellation of the insurance policy(ies) has been mailed may be credited to the insured's account without any obligation on the part of Lender to request reinstatement of any policy. Any money Lender receives from an insurance company shall be credited to the balance due Lender with any surplus refunded to whomever is entitled to the money. In the event that Lender does request a reinstatement of the policy(ies) on behalf of the insured, such a request does not guarantee that coverage under the policy(ies) will be reinstated or continued. Only the insurance company has authority to reinstate the policy(ies). The insured agrees that Lender has no liability to the insured if the policy(ies) is not reinstated and Lender may charge a reinstatement fee where permitted up to the maximum amount allowed by law. **10. ASSIGNMENT:** The insured agrees not to assign this Agreement or any policy listed hereon or any interest therein (except for the interest of mortgagees or loss payees), without the written consent of Lender, and that Lender may sell, transfer and assign its rights hereunder or under any policy without the consent of the insured, and that all agreements made by the insured hereunder and all rights and benefits conferred upon Lender shall inure to the benefit of Lender's successors and assigns (and any assignees thereof). **11. INSURANCE AGENT OR BROKER:** The insured agrees that the insurance agent or broker soliciting the policies or through whom the policies were issued is not the agent of Lender; and the agent or broker named on the front of this Agreement is neither authorized by Lender to receive installment payments under this Agreement nor to make representations, orally or in writing, to the insured on Lender's behalf (except to the extent expressly required by applicable law). **12. FINANCING NOT A CONDITION:** The law does not require a person to enter into a premium finance agreement as a condition of the purchase of insurance. **13. COLLECTION COSTS:** Insured agrees to pay attorney fees and other collection costs to Lender to the extent permitted by law if this Agreement is referred to an attorney or collection agency who is not a salaried employee of Lender, to collect any money insured owes under this Agreement. (Not applicable in KY) **14. LIMITATION OF LIABILITY:** The insured agrees that Lender's liability to the insured, any other person or entity for breach of any of the terms of this Agreement for the wrongful or improper exercise of any of its powers under this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of Lender's gross negligence or willful misconduct (not applicable in KY). Insured recognizes and agrees that Lender is a lender only and not an insurance company and that in no event does Lender assume any liability as an insurer hereunder or otherwise. **15. CLASSIFICATION AND FORMATION OF AGREEMENT:** This Agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes. Any electronic signature or electronic record may be used in the formation of this Agreement, and the signatures of the insured and agent and the record of this Agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, a facsimile or other paper or electronic record of this Agreement shall have the same legal effect as a manually signed copy. **16. REPRESENTATIONS AND WARRANTIES:** The insured represents that (a) the insured is not insolvent or presently the subject of any insolvency proceeding (or if the insured is a debtor of bankruptcy, the bankruptcy court has authorized this transaction), (b) if the insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the insured, (c) all parties responsible for payment of the premium are named and have signed this Agreement, and (d) there is no term or provision in any of the scheduled policies that would require Lender to notify or get the consent of any third party to effect cancellation of any such policy. **17. ADDITIONAL PREMIUM FINANCING:** Insured authorizes Lender to make additional advances under this premium finance agreement at the request of either the insured or the insured's agent with the insured's express authorization, and subject to the approval of Lender, for any additional premium on any policy listed in the Schedule of Policies due to changes in the insurable risk. If Lender consents to the request for an additional advance, Lender will send Insured a revised payment amount ("Revised Payment Amount"). Insured agrees to pay the Revised Payment Amount, which may include additional finance charges on the newly advanced amount, and acknowledges that Lender will maintain its security interest in the Policy with full authority to cancel all policies and receive all unearned premium if Insured fails to pay the Revised Payment Amount. **18. PRIVACY:** Our privacy policy may be found at <https://ipfs.com/Privacy>. **19. ENTIRE DOCUMENT / GOVERNING LAW:** This document is the entire Agreement between Lender and the insured and can only be changed in writing and signed by both parties except that the insured authorizes Lender to insert or correct on this Agreement, if omitted or incorrect, the insurer's name and the policy number(s). Lender is also authorized to correct patent errors and omissions in this Agreement. In the event that any provision of this Agreement is found to be illegal or unenforceable, it shall be deemed severed from the remaining provisions, which shall remain in full force and effect. The laws of the State of South Carolina will govern this Agreement. **20. AUTHORIZATION:** The insurance company(ies) and their agents, any intermediaries and the agent / broker named in this Agreement and their successors and assigns are hereby authorized and directed by insured to provide Lender with full and complete information regarding all financed insurance policy(ies), including without limitation the status and calculation of unearned premiums, and Lender is authorized and directed to provide such parties with full and complete information and documentation regarding the financing of such insurance policy(ies), including a copy of this Agreement and any related notices. **21. WAIVER OF SOVEREIGN IMMUNITY:** The insured expressly waives any sovereign immunity available to the insured, and agrees to be subject to the laws as set forth in this Agreement (and the jurisdiction of federal and/or state courts) for all matters relating to the collection and enforcement of amounts owed under this Agreement and the security interest in the scheduled policies granted hereby.

AGENT/BROKER REPRESENTATIONS

The agent/broker executing this, and any future, agreements represents, warrants and agrees: (1) Installment payments totaling \$0.00 and all applicable down payment(s) have been received from the insured in immediately available funds, (2) the insured has received a copy of this Agreement; if the agent/broker has signed this Agreement on the insured's behalf, the insured has expressly authorized the agent/broker to sign this Agreement on its behalf or, if the insured has signed, to the best of the undersigned's knowledge and belief such signature is genuine, (3) the policies are in full force and effect and the information in the Schedule of Policies including the premium amounts is correct, (4) no direct company bill, audit, or reporting form policies or policies subject to retrospective rating or to minimum earned premium are included, except as indicated, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the policies, (5) the policies can be cancelled by the insured or Lender (or its successors and assigns) on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated, (6) there are no bankruptcy, receivership, or insolvency proceedings affecting the insured, (7) to hold Lender, its successors and assigns harmless against any loss or expense (including attorney fees) resulting from these representations or from errors, omissions or inaccuracies of agent/broker in preparing this Agreement, (8) to pay the down payment and any funding amounts received from Lender under this Agreement to the insurance company or general agent (less any commissions where applicable), (9) to hold in trust for Lender or its assigns any payments made or credited to the insured through or to agent/broker directly or indirectly, actually or constructively by the insurance companies and to pay the monies, as well as the unearned commissions to Lender or its assigns upon demand to satisfy the outstanding indebtedness of the insured, (10) all material information concerning the insured and the financed policies necessary for Lender to cancel such policies and receive the unearned premium has been disclosed to Lender, (11) no term or provision of any financed policy requires Lender to notify or get the consent of any third party to effect cancellation of such policy, and (12) to promptly notify Lender in writing if any information on this Agreement becomes inaccurate.